

**IN THE CHANCERY COURT FOR SULLIVAN COUNTY, TENNESSEE  
SECOND JUDICIAL DISTRICT AT BLOUNTVILLE**

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**STATE OF TENNESSEE, *ex rel.*  
PAUL G. SUMMERS, ATTORNEY  
GENERAL,**

**Plaintiff,**

**v.**

**GINA DE'LYNN HODGES PRICE,  
JEFFREY ADAM PRICE, WILLIAM DOUG  
PICKEL, and ALLISON PAGE BAIRD,  
*individually and collectively doing business*  
*as* **REBEL RIDGE KENNELS, CSA  
BULLDOGS, and CONFEDERATE SANDS,**  
Defendants.**

**No. \_\_\_\_\_**

**Chancellor Richard E. Ladd**

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**STATE OF TENNESSEE'S VERIFIED COMPLAINT**

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This civil law enforcement proceeding is brought in the name of the State of Tennessee, by and through Paul G. Summers, Attorney General ("Attorney General"), pursuant to the Tennessee Consumer Protection Act of 1977 (Tenn. Code Ann. §§ 47-18-101 *et seq*) ("TCPA"), the Attorney General's general statutory authority (Tenn. Code Ann. § 8-6-109), and the Attorney General's authority at common law, and at the request of Mary Clement, the Director of the Division of Consumer Affairs of the Department of Commerce and Insurance ("Director").

The Attorney General and the Director have reason to believe that the above-named defendants have violated the TCPA by engaging in unfair and deceptive acts and practices in connection with their sale of dogs. This action is in the public interest. The Attorney General and the Director have reason to believe that Defendant Gina Price, Defendant Baird, and Defendant Pickel continue to violate the TCPA. The Defendants have been provided with ten (10) days

notice of contemplated legal action as set forth in Tenn. Code Ann. § 47-18-108(a)(2).

### **JURISDICTION AND VENUE**

1. This Court exercises jurisdiction pursuant to Tenn. Code Ann. § 47-18-108 and Tenn. Code Ann. § 47-18-114. Venue is proper in Sullivan County pursuant to Tenn. Code Ann. § 47-18-108(a)(3) because it is a county where the unfair and deceptive acts and practices alleged in the complaint took place, or are about to take place, and is the county where Defendants conduct, transact, or have transacted business.

### **THE PARTIES**

2. Plaintiff, State of Tennessee, *ex rel.* Paul G. Summers, Attorney General, is charged with enforcing the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. §§ 47-18-101 *et seq.*, (hereinafter “the TCPA”), which prohibits unfair or deceptive acts or practices affecting the conduct of any trade or commerce. Per Tenn. Code Ann. § 47-18-108(a)(1), the Attorney General may initiate civil law enforcement proceedings in the name of the State to enjoin violations of the TCPA and to secure such equitable and other relief as may be appropriate in each case.

3. Defendant Gina Price, sued individually and in a representative capacity, operated and continues to operate the kennel at all times relevant to the Complaint. Defendant Gina Price is a resident of Tennessee who currently resides at and is the sole owner of 385 Rodefer Hollow Road, Blountville, TN 37617, which is also the principal place of business for the kennel. Defendant Gina Price is or has been an officer, owner, agent, or employee of the kennel since its inception. Defendant Gina Price has represented herself as the owner of the business twice on the Sullivan County Clerk’s Minimum Business License and Gross Sales Report. Following the State’s Second Request for Consumer Protection Information (“RCPI”) and the State’s ten-day

Notice of Intention to Commence Legal Proceedings, Defendant Gina Price's name, as owner, was replaced with her cousin's and her step-father's name respectively. At all times relevant to this Complaint, Defendant Gina Price has personally directed, supervised, and/or controlled the Defendants' business.

4. Defendant Adam Price, sued individually and in a representative capacity, is the former husband of Defendant Gina Price, who owned both the kennel and the property on which the kennel was located at least during his marriage. Defendant Adam Price is a Tennessee resident. He is believed to have shared in the profits of the business at least until his divorce from Defendant Gina Price in December 2005, but potentially after this date as well. Defendant Adam Price personally directed, participated, supervised, and/or controlled the unlawful business at least up to December 2005. At least during this time frame, Defendant Adam Price participated as an officer, owner, agent or engaged in the unfair and deceptive acts described below. He represented himself as the owner of the kennel from August 27, 2003 to August 29, 2004 on the Sullivan County Clerk's Minimum Business License and after this time in the kennel's Answer to the State's First RCPI.

5. Defendant Allison Page Baird, sued individually and in a representative capacity, is Defendant Gina Price's cousin. She has shared and currently shares in the profits of the business. Defendant Baird has personally participated in, directed, supervised, and/or controlled the business at least since December 2005. She is a resident of Tennessee. Defendant Baird represented herself as the owner of the business on the Sullivan County Clerk's tax records, operated the business during this time, but then falsely told the Sullivan County Clerk's office that the business had never opened. (*See* Ex. 19 to Temporary Injunction Motion, E-mail from Allison Baird to Sullivan County Clerk's Office, Sullivan County, Tenn., *Cancel License* (March

1, 2006, 10:16 a.m. EDT and Ex. 20 to the Temporary Injunction Motion, Aff. of James Winfrey at §5 (Attached Ex. D)).

6. Defendant William D. Pickel, sued individually and in a representative capacity, has held and currently represents himself as the owner of the kennel, currently holds the bank account where consumers/victims wire money, and has shared and currently shares in the profits of the business. Defendant Pickel has personally directed, participated, supervised, or controlled the activities of the unlawful kennel business. Defendant Pickel is a resident of the State of Tennessee. Defendant Pickel is currently listed as the owner of the business on the Sullivan County Clerk's Minimum Business License and on the Defendants' web site.

7. Rebel Ridge Kennels, CSA Bulldogs and Confederate Sands are names that the above listed Defendants have done business under as an unincorporated partnership. Defendant Gina Price, Defendant Baird, and Defendant Pickel currently are engaged in a business for profit under the name CSA Bulldogs and formerly known as Rebel Ridge Kennels. The principal place of business for the partnership is Defendant Gina Price's residence, 358 Rodefer Hollow Road, Blountville, TN 37617. For purposes of this Complaint, Rebel Ridge Kennels will denote any names that the Defendants have done business under unless otherwise specified.

### **FACTUAL ALLEGATIONS**

8. Currently, at least Defendant Gina Price, Defendant Pickel, and Defendant Baird carry on the business of the kennel for profit and sell French Bulldogs and English Bulldogs to the public through their web sites: [www.rebelridgekennels.com](http://www.rebelridgekennels.com), [www.southernsteellogistics.com](http://www.southernsteellogistics.com), [www.bulliesoftimberidge.com](http://www.bulliesoftimberidge.com), <http://rebelridge.homestead.com>, and <http://confederatesands.homestead.com/Index.html>, among

others. With the exception of the Confederate Sands web site, all of the other sites have the same content. For purposes of this Complaint, unless otherwise noted, “the Defendants’ web site” shall refer to all of the web sites that have the same format and information as <http://www.rebelridgekennels.com>.

9. Defendants also currently advertise and have advertised on third-party web sites such as [www.nextdaypets.com](http://www.nextdaypets.com), [www.terrificpets.com](http://www.terrificpets.com), [www.qualitydogs.com](http://www.qualitydogs.com), [www.puppydogweb.com](http://www.puppydogweb.com), [www.infodog.com](http://www.infodog.com), [www.dogbarter.com](http://www.dogbarter.com), [www.puppyshop.com](http://www.puppyshop.com), [www.breedersclub.net](http://www.breedersclub.net), [www.pupweb.com](http://www.pupweb.com), and other similar sites.

10. At a date uncertain, but at least by the year 2000, Defendant Gina Price and Defendant Adam Price began selling English bulldogs from their residence.

11. On or about August 10, 2002, Defendants purchased the domain name [www.rebelridgekennels.com](http://www.rebelridgekennels.com) and began offering English bulldog puppies and other dogs for sale over the Internet.

12. On their web site, Defendants place and have placed hot links at the very top of the web page instructing consumers to click the link to access photographs of new litters of puppies. The hot links typically say “NEW! Click here to see English puppies” or words of similar import.

13. The puppies generally range in price from \$1,200 to \$1,800. Usually, the option to purchase “papers” costs an additional \$200.

14. Consumers either find Defendants’ web site by themselves or see the Defendants’ advertisements on third-party web sites. Typically, a consumer who accesses the Defendants’ web site clicks on the hot link and contacts the kennel either through the e-mail link on the home page or through the phone number listed on the home page.

15. Consumers who see only ads on third-party sites contact Defendants through the information provided in the advertisement. If the consumer decides to purchase a particular puppy shown on the web site or described to them over the phone, Defendants then give the consumers their bank account information for a bank-to-bank money wire.

16. The vast majority, if not all, of consumers do not sign any document provided to them from the Defendants prior to purchase.

17. After the money reaches the account, the Defendants then purport to take the animals to a vet prior to shipment for a pre-flight screening to briefly determine whether the puppy is fit enough to fly.

18. The visit is not a thorough physical examination. The brief shipping inspection is a requirement to ship live animals in Tennessee and is also the policy of most major carriers.

19. Usually, this screening is completed in five minutes or less.

20. Typically, the vets used by Defendants for these purposes are Basil A. Jones, D.V.M. of Blountville, Tennessee and David Redwine, D.V.M. of Gate City, Virginia, though other vets in the area have been used.

21. The Defendants then travel to the Tri-Cities Regional Airport to ship out the animals to their owners. Defendants primarily use Delta Airlines.

22. The Defendants breed a small amount of the puppies they offer for sale at home, but import the overwhelming majority of the dogs that they offer from Eastern European countries such as Belarus, Latvia, Lithuania, and Russia.

23. The Defendants' total sales amount to around two-hundred (200) puppies a year. Defendant Gina Price listed on her 2004 tax return that her income from this business was \$200,000.

24. The broker in Eastern Europe who ships the dogs to the Defendants is Vygandas Banys, a citizen of Lithuania. Mr. Banys ships Defendants many puppies at once, usually seven (7) to ten (10) puppies at a time, though this number has been as large as fifteen (15).

25. In order to be imported into the United States from Lithuania, the puppy must have a “shot record passport,” which is used for identification purposes and to make sure that the puppies have had the required vaccinations to prevent the spread of disease on common carriers.

As way of preface, the first set of unfair and deceptive acts or practices stem from the Defendants’ failure to adequately disclose material information or from misrepresentations as to the puppies’ health, shipping, inspections, business registration status, contractual enforceability, the puppies’ registration status, the puppies’ paperwork, and the puppies’ country of origin.

The second set of unfair and deceptive acts or practices have been executed with the Defendants’ complicity, participation, or at the Defendants’ direction. These practices include: backdating birth dates on the puppy’s shot record passport in order to ship puppies that would otherwise be too young for shipment, falsely listing former members of the Bulldog Club of America who have never imported bulldogs from Eastern Europe as the owners on Export Pedigree Certificates, encouraging consumers to register a puppy with another puppy’s paperwork, and not sending consumers the puppies that they purchased. Throughout the course of Defendants’ business, consumers have experienced ascertainable losses.

## **SECTION ONE: MISREPRESENTATIONS AND FAILURES TO DISCLOSE**

### **MISREPRESENTATIONS AS TO HEALTH OF THE PUPPIES**

26. Defendants have made numerous representations about the health of the puppies

they sell which are untrue. These representations occur in spoken statements, email, or through Defendants' web site.

27. In representations to consumers about the health of the animal apart from the web site, Defendants have stated that the animals are: ***100% healthy, very healthy, in perfect health, perfectly healthy, completely healthy, in good health*** and statements of similar import, when in fact such is not the case.

28. Defendants make many false representations about the health of the puppies on various pages of its web site. Defendants state:

"I would never sell any pup that . . . ***was not known to be healthy at shipping or delivery.***" (emphasis added).

"To date, we have had many buyers contact us with reports from their vets. These reports range from ***'healthiest Bulldog I have ever seen' to 'very healthy and darling puppy.'***" (emphasis added).

"They may not all be 'show quality,' ***but they are at least healthy . . .***" (emphasis added).

"So far we have been blessed ***with very healthy litters*** and we are pleased with them." (emphasis added).

***"You may find 'Bargain Bulldogs' out there, but 'Buyer Beware' as an unhealthy bulldog can be very expensive."***(emphasis added).

"Here at Rebel Ridge Kennels, ***I make sure my breeding lines are free of genetic problems (like hip displacia [sic], heart murmors [sic], allergies etc) ... BEFORE they ever breed , this is one reason I can give a 1 year health guarantee with all my puppies.***" (emphasis added though the word BEFORE is capitalized in original)

"The bulldogs I import/breed ***are healthy as bulldogs can be.***" (emphasis added).

"I have noticed ***an overall better quality of health and less problems in our bulldogs.***"(emphasis added).

***"I try to take every precaution to make sure your bulldog is as healthy as possible before leaving here."*** (emphasis added).

29. Other misrepresentations refer both to the pedigree and the health of the dogs



Defendants sell. For example, Defendants state:

“They are ***pick of the litter puppies only.***”

“I am a very RESPONSIBLE breeder/importer, ***only importing & breeding select puppies/dogs that meet my very HIGH standards, all of my puppies from overseas are ‘pick of the litter.’ I don’t just get any and every puppy available.***” (emphasis added though the words RESPONSIBLE and HIGH are in all caps in original).

30. Defendants have guaranteed the health of the puppies they sell. The health guarantee as stated on the Defendants’ web site, which a large portion of consumers are not referred to, currently reads in part:

“[Rebel Ridge Kennels] guarantees that the puppy is in good health and has received appropriate medical inoculations [sic] and care including parvo inoculations [sic] and worming. . . [Rebel Ridge] guarantees that the puppy is free of life threatening hereditary [sic] diseases (i.e. heart murmurs, cancer) for one year after delivery to buyer . . . Parvo is not a hereditary [sic] condition.”

31. But in spite of the representations, many bulldogs that have been shipped have severe health problems such as: ***chronic hereditary health problems including heart murmurs, debilitating or fatal birth defects, seizures, parasites, worms, ear mites, serious infections, and other serious health problems.***

32. Numerous bulldogs bought and taken home by trusting consumers ***died or had to be euthanized shortly after delivery.***

33. As way of example, consumer Pascale Ledoyen’s puppy died approximately one month after she received him from a pronounced heart murmur that could be detected without medical equipment by just placing one’s hand on the puppy’s chest. After a request for a refund, Defendant Gina Price first told Ms. Ledoyen to send the body back, but then informed Ms. Ledoyen that she did not guarantee imported puppies. Defendant Gina Price later implied that Ms. Ledoyen was lying about the death of the puppy and that it was Ms. Ledoyen’s fault for not

getting a replacement.

34. Other puppies have chronic ailments that impair the animal's life span and are debilitating enough to substantially impact their quality of life.

35. Though less serious, many of the animals have also had cherry eye, other eye problems, pneumonia, diarrhea, kennel cough, fungus, mange, hernias, bloody vomit, bloody stool, and nasal congestion at delivery or shortly after delivery.

36. Most often consumers are not referred to the health guarantee part of the web site or told any conditions of the health guarantee prior to purchase. Often, consumers are just told that there is a "one year health guarantee" without elaboration or with a very brief description.

37. In other cases, it is implied that the health guarantee is very expansive. For example, when a consumer asked Defendant Gina Price about the health guarantee she responded, "just don't bring him back with tire marks on his head."

38. Despite this, Defendants routinely deny any reimbursement or refuse to honor their health guarantee without the body of the dog being shipped back for an autopsy-a condition of the guarantee which is largely not told to consumers prior to purchase.

39. For example, consumer Pascale Ledoyen was told by Defendant Gina Price:

"If this dog had what you 'say' it had [a pronounced heart murmur] , [sic] YOU had the obligation to send the body back to me . [sic] THIS IS IN MY HEALTH CONTRACT , [sic] and since you didn't follow the stipulations of it , [sic] YOU screwed YOURSELF , [sic] and you won't be screwing anyone else . [sic] I think your [sic] a cheap bastard that wants something for nothing , and I would not be surprised if the puppy your [sic] talking about isn't settin [sic] right beside you watchin [sic] you TRY to scam me . [sic] It ain't gonna [sic] happen. NO BODY , [sic] NO REPLACEMENT." (emphasis in original).

40. In other cases, Defendants demand that the consumer ship the dead puppy back to the Defendants' kennel for an autopsy where Defendants' vet has to agree with the cause of death and that the consumer "did everything possible" to save the animal.

41. Defendants have also initially offered to pay for the consumer's vet bills or offered a replacement puppy, but then later refused.

42. Despite representations that the puppies are in good health, Defendants are non-responsive or evasive to requests to honor the health guarantees. They blame the health of the puppies, including those with hereditary diseases on the consumers themselves or the airlines.

43. Frequently, Defendants have told consumers that they would not receive a refund because they had to euthanize their puppy because of chronic or hereditary health problems.

44. At least from 2002-2003, the "Health Guarantee" on Defendants' web page stated

"Rebel Ridge Kennels guarantees that the puppy is free of life threatening diseases (i.e., heart murmurs, *parvo*, cancer) for one year after delivery to Buyer. Rebel Ridge Kennels will provide Buyer with a replacement puppy as soon as such a puppy is available to Rebel Ridge Kennels should DEATH occur [sic] to a replacement."(emphasis added).

45. Many of the animals have had parvo on arrival or have developed parvo shortly after delivery. Frequently, Defendants blame the spread of the virus on the airlines.

46. However, consumers have picked up a puppy in person that was diagnosed with the parvo virus shortly after the puppy was picked-up.

47. Defendants are aware that some of the puppies they receive already have parvo when they receive them. In an email to Vyandas Banys on July 9, 2005, Defendant Gina Price stated "Vyandas , [sic] here are the tattoo numbers of those 7 pups that died of the last 14 pups you sent me with parvo."

48. Defendants have represented and continue to represent that the puppies have been checked for health problems by a vet prior to delivery with the implication that the puppies' health have been thoroughly examined, when this is not true. The Defendants' web site states:

***"My puppies have been inspected by 3 different licensed vets by the time you receive***

*your puppy.*” (emphasis added).

“All my puppies will have current shots, worming and will be *veterinary [sic] checked* prior to being shipped to new owners.” (emphasis added).

49. Defendants represent that the puppy’s health is checked prior to delivery despite the fact that the puppy’s “health check” is a quick five-minute examination to determine if the puppy is well enough to travel on an airplane. This brief veterinary screening is not a comprehensive physical evaluation.

50. Some consumers’ puppies have not even received this brief health screening.

51. Defendants have shipped puppies with the health certificates of other puppies.

52. Defendants have made and continue to make false representations directly to consumers as to the status of the puppies worming.

53. Elsewhere, Defendants’ web site gives more specific misrepresentations about the deworming process:

“All pups are sold up to date on their shots and dewormings.”

“All puppies are Dewormed at 2 wks and ever other week thereafter.) before you receive your puppy I deworm them with Pyrantel Pamoate , [sic] this is good for 3 months.”

“The breeders start them on their shots and I also give them one more upon entering USA. This insures [sic] they are current on puppy shots. They are also wormed. You will get proof of vaccinations.”

54. Despite these representations, many puppies arrive infected with tapeworms, heart worms, or other worms. Others do not arrive with the proof of their vaccinations, so consumers have to buy vaccinations that were represented as being given.

55. Despite these broad representations about the extent of worming, the worming Defendants provide is much more limited.

56. Several consumers have chosen puppies, wired money, and been told after the

wire transfer is complete that the puppy they selected “had a heart murmur and [they] would need to pick out a different puppy.”

### MISREPRESENTATIONS AS TO SHIPPING

57. Defendants misrepresent how the puppies are shipped and in what condition. On average, Defendants charge two-hundred dollars (\$200.00) to ship a puppy on Delta Airlines.

For example, the web site states:

“I ship with Delta , [sic] have had *no problems in over 18 years.*” (emphasis added).

“My puppies can be shipped directly to you, *it is very safe . . . I have NEVER had any problems with shipping so (knock on wood). I am very careful with the airlines I select to use for shipping these babies.*”(emphasis added though the word NEVER appears in all caps on web page).

58. Despite this representation, animals have often been shipped without giving notice to consumers, days earlier than agreed upon, a day late, in cold weather conditions below the twenty degree temperature that the pets are purportedly certified for on their health certificate, to the wrong airport, with long layovers, and several hours late.

59. Aside from more chronic health problems, the puppies frequently arrive at the airport emaciated, underweight, covered in feces, urine, vomit, fleas, with broken shipping crates, and without food or water. In at least one case, Defendant Gina Price explicitly blamed the airline when the puppy was shipped to the wrong airport. Defendants have also shipped animals without giving consumers the right flight information. Despite the claim that Rebel Ridge Kennels has had “no problems” with the airlines in over eighteen (18) years, Defendant Gina Price has also tried to blame the airlines for spreading the parvo virus and transmitting other diseases.

60. Defendants falsely state on the remote web page entitled “???s About Import

Pups”:

“All imported pups will stay here for *10 days* after they arrive, *this is mandatory and not open to debate.*”

*“Also I spend a lot of time with the pups in my kennel, first paper training them, then finding the character traits of each.”*

61. Despite the claim that the puppies stay “a minimum” of ten days at Rebel Ridge Kennels, puppies appear to have been shipped well before this ten day period. One consumer received the dog February 17, 2005 and later received paperwork that the dog had been seen at a vet in the Republic of Lithuania on February 14, 2005. Another consumer received the puppy on September 2, 2005 and was given a paper that showed the puppy was seen by a vet in Lithuania on August 25, 2005.

62. Many puppies have also been represented by Defendants as being paper-trained (“potty-trained”), when such is not the case.

63. Consumers who picked up puppies in person were not given the crate that was represented to them as being included with “full registration.”

#### **MISREPRESENTATIONS AS TO LEGITIMACY: INSPECTIONS, ACCREDITATION, AND BUSINESS REGISTRATION**

64. Rebel Ridge Kennels has not filed for incorporation with the Tennessee Secretary of State or obtained a license to do business as a foreign corporation.

65. Despite not filing for incorporation in the State or obtaining a license to do business as a foreign corporation in the State, Rebel Ridge Kennels has previously listed itself as a “Division of CSA Bulldogs, LLC” on its web site. The phrase is currently not shown on the Rebel Ridge web site.

66. Defendants falsely state on their home page, <http://www.rebelridgekennels.com>:

“Rebel Ridge Kennels (now CSA Bulldogs) *has been inspected* by all these

Departments, [sic] *and passed with flying colors* ! [sic] YEAH!!!! . . .”

“American Kennel Club (Charles Robey in 2004) . . .

Tennessee Department of Agriculture (Inspector Justin Henson and Inspector Kent Reese)

Federal Dept of USDA [sic] (Investigator Paul Warren)

Federal Dept of APHIS (Investigator Cindy Lisle)

AND I INTEND ON KEEPING THESE HONORS GOING!” (bold/italics emphasis added).

67. The link entitled Kennel News off of the home page falsely states:

“I am excessively proud to be able to announce that Rebel Ridge Kennels has now been inspected by:

AKC (American Kennel Club)

TN State (Department of Agriculture)

And on May 26, 2004 the Feds inspected us! (The USDA) !

I PASSED ALL THE ABOVE WITH FLYING COLORS , [sic] in both 2004 AND 2005 !!!!”

68. The above-named entities either did not conduct a formal inspection or found Rebel Ridge to not be in compliance during the visits.

69. By way of example, Cindy Lisle of the Animal and Plant Health Inspection Service (APHIS) of the U.S. Department of Agriculture (USDA) is an inspector who is listed on the home page as administering an inspection that Rebel Ridge Kennels passed with flying colors. *Not only did Ms. Lisle not perform a formal inspection of Rebel Ridge Kennels, she explicitly told the Defendants that if she would have done, so Rebel Ridge Kennels would have failed.* (Ex. 58 to the Temporary Injunction Motion, Aff. of Cindy Lisle at ¶3). She has requested that Defendants remove her name from their web site, but the Defendants have failed to do so.

70. Additionally, the visits, rather than being honors, are in response to consumer

complaints and regular checkups from inspectors and do not constitute honors as that word is traditionally interpreted.

**MISREPRESENTATIONS AS TO CONTRACTUAL LEGITIMACY:  
DETERRING CONSUMER LEGAL RECOURSE**

71. Rebel Ridge Kennels makes several claims to contractual legitimacy designed to deter consumer legal recourse.

72. Despite the fact that the Defendants' version of the health guarantee as shown on their web site is never signed by either party and the extent of which, much less the terms of the guarantee, are rarely, if ever, told to consumers, Defendants hold the web site health guarantee out as a "contract." Defendants attempt to deter consumers from invoking the health guarantee as actually agreed to orally by falsely claiming that the web site health guarantee is contractually binding and that it waives the consumer's right to sue to enforce the guarantee as actually agreed upon.

73. Aside from the question of the actual terms of the guarantee, the web site guarantee purports to shift attorney's fees. It states:

"In the event legal actions are required to resolve any issues , [sic] buyer will be responsible for any and all legal fees incurred by Rebel Ridge Kennels or it's [sic] offiliates [sic]."

74. Buried at the very bottom of the remote link ???s About Import Pups, Defendants state:

"Please note-by sending a deposit or sending the total amount to purchase a pup, you are agreeing that you have read this and understand. You understand the issues around these breeds, and you agree to these conditions . . . You, having read this, agree and by sending money for a pup, understand these terms. Deposit is NON refundable if you change your mind."

75. This statement which purports to bind consumers to the "conditions" comes in spite of the fact that most consumers, if not all, have never seen the paragraph, much less agreed



to it.

76. Elsewhere Defendants refer to provisions in their web site materials as part of a binding and enforceable contract or imply that the conditions are binding and enforceable despite the fact that in the overwhelming number of cases, consumers do not sign anything prior to purchase, are not directed to the provisions contained in the web site prior to purchase and have not manifested their assent.

### **MISREPRESENTATIONS AS TO REGISTRATION STATUS AND REGISTRATION PAPERWORK**

The Defendants make multiple misrepresentations about the registration status of the puppies they sell and the paperwork that is purported to come with the puppies.

77. Defendants have stated multiple times, “***We raise AKC English Bulldogs ONLY*** ...” (bold emphasis added, capitalization in original) when this is not true or is misleading.

78. Defendants have affirmatively stated that puppies are AKC registered or will be when shipped when the puppies have not been registered with the AKC and are not registered when shipped.

79. Defendants have made statements falsely indicating that the puppies’ paperwork will be on hand and delivered with the puppies. One consumer, Ulla Jensen was told that a given puppy was from the kennel’s “European line.” Currently and on the web site at the time, Defendants state “All my European Bloodline Adults are AKC registered so their litters will be AKC registered and their paperwork will be in hand and sent with the puppy (no more waiting on papers from over seas!)” Not only were the three puppies Ms. Jensen sent not delivered with paperwork, they had not been registered with the AKC.

80. On other occasions, Defendants misrepresent the ease of obtaining AKC registration status and the length of time it will take, which is compounded by the fact that in most instances the Defendants fail to disclose that the puppies are imported.

81. Defendants also use the term “AKC Reg.” and “Full AKC Reg.” meaning Full AKC Registration, when this is not true or is misleading

82. Defendant Gina Price’s business card even states “AKC Reg. English Bull Dogs.”

83. The Defendants’ ads also represent that the dogs are “Registered/registerable (AKC, NKC, etc.)”

84. Defendants also make the following false representations on their web site and other advertisements:

“All my European Bloodline Adults are AKC registered so their litters will be AKC registered and their paperwork ***will be in hand and sent with the puppy*** (no more waiting on papers from overseas!” (emphasis added).

***“I have never had any problems with having any of our puppies/dogs being registered or transferred.”*** (emphasis added).

***“All puppies come with full AKC and FCI (AKC Transferable) Registration papers, Health Guarantee and Vaccination Records.”*** (emphasis added).

“If you want a pet pup you ***will get proof of his/her pureblood.***” (emphasis added).

***“All of our puppies are registered and do have papers.”*** (emphasis added).

“All I can do is give you all the proper paperwork for the registration of your puppy/dog.”

85. Despite representing that Defendants will provide AKC registration, often within a set time period, and proof of “pure blood” to consumers, Defendants have not sent this information to several consumers even those that have paid an additional \$200.00.

86. Despite representing that they will provide proof of the puppy’s pure blood,

Defendants typically provide only three papers: the health certificate from the “five-minute” pre-flight screening, a shot record passport, and, for an additional \$200.00 the export pedigree certificate. The third document is not given with “pet-only” purchases. Proof of pure blood cannot be shown solely through the first two documents or through another document, the Export Veterinary Certificate, which is used less frequently.

87. Consumers have been told after purchase that the two-hundred dollars (\$200) paid for full AKC registration were for breeding rights and not for the papers themselves when the kennel previously represented that paperwork would be provided.

88. If Defendants provide paperwork, frequently the paperwork cannot be used for breeding purposes because it lists the wrong tattoo number, the wrong sex, the wrong color, the wrong owner, or is not accompanied by a Certificate of Registration.

89. Defendants falsely claim to keep paperwork on file in case the owner who does not purchase the papers for an additional \$200 changes his mind. Defendants state on a remote part of their web site, albeit not clearly and conspicuously:

“Your registration of import puppies will be mailed to you ASAP. I keep on file the information of the puppies born both here in the states and from other countries (if replacement papers are ever needed).”

90. Despite this statement and similar statements, Defendants have not kept paperwork on file and do not retain replacement copies.

91. When confronted by consumers, Defendants make various excuses including claiming that the only copies of the puppy’s registration have been “lost in the mail.”

92. Defendant Gina Price has also stated that she does not keep any copies on hand “as she is not the owner or breeder.”

93. Elsewhere, Defendants have admitted to sending papers to another person,

refused to obtain replacement papers, and then referred the consumer to the kennel club where they would have to pay for papers a second time. Defendant Baird has stated, “I have no way of getting another copy of these , [sic] as they were not registered in my name , [sic] they were registered in the name above . [sic] You will have to contact the FCI for a replacement paper.”

94. Even if the Defendants do send the paperwork, often the person listed as “owner” has not “signed” the animal over to the consumer. The AKC will not register imported animals who are listed with different owners on the pedigree certificate and the AKC application. (Ex. 63 to the Temporary Injunction Motion, Special Registry Services Bulletin, American Kennel Club, p. 2).

#### **MISREPRESENTING OR FAILING TO DISCLOSE THAT PUPPIES ARE IMPORTED**

95. Defendants fail to adequately disclose that the puppies they are sell are imported from Eastern Europe.

96. The web page that shows pictures of the English bulldogs does not contain any disclosure about where the puppies are from.

97. Review of the Defendants’ web site demonstrates that the English bulldog hot-link does not now contain nor has it ever contained any disclosure about the country of origin of the dogs who are pictured. The hot-link for the French Bulldogs, which comprises a small portion of the dogs sold, has previously contained a reference to imported bulldogs, albeit at the bottom of the page.

98. Most consumers are never told that the puppy they are purchasing is imported from Eastern Europe. In some cases, only when the consumers receive the Export Pedigree Certificate do they realize that they had received an imported dog.

99. Consumers have been affirmatively told by Defendant Gina Price that the puppies

were not imported when this was not true.

100. In another case, consumers Hatler Mullins, Jr. and Mindy Mullins, Esq. were told that the animal was imported, but was from England.

101. Even when the Defendants do not affirmatively misrepresent the country of origin, the Defendants routinely make statements that imply that the imported dogs are in fact raised in Tennessee.

102. In one case, Defendant Gina Price told a consumer that the imported puppy was the last of his litter “and the smartest of all the 4 litters of pups we just raised and sold.” She also stated, “[the puppy] has become (sic) my personal helper around here, he is housebroken, and loves to go with me driving.”

103. In another case, a consumer visited Rebel Ridge Kennels in person and Defendant Gina Price showed him dogs in person that were purportedly the “mommas” and the “pappas” of the puppies while later admitting that the puppy the consumer had selected had just gotten into the country days earlier.

104. In other cases, Defendants, Defendant Gina Price particularly, have misrepresented the parents of a given puppy as dogs raised and bred at Rebel Ridge.

105. As way of example, consumer Ulla Jensen directly asked Defendant Gina Price if the dogs were imported because the consumer had previously purchased an imported bulldog from another seller that had severe health problems. Defendant Gina Price responded, “They are from *my* European lines, [sic] and are here at my kennel . . .” This led the consumer to believe that the puppies were raised in Tennessee. The web site states “I have 3 males and 9 females that have matured to 3 years of age *here on the Ridge* from top European Championship Bloodlines . . .”(emphasis added).

106. Defendants continue to maintain in red lettering on its web site “All my European

Bloodline Adults are AKC registered, so their litters will be AKC registered and their paperwork will be in hand and sent with the puppy (no more waiting on papers from over seas!)” when such statement is either not true or is misleading in that it implies that most, if not all, the Defendants’ puppies are raised domestically and have AKC paperwork.

107. The home page contains remote links at the bottom of the home page entitled “???s About Import Pups” and “More ???s About Import Pups” which state that some of the puppies Rebel Ridge Kennels sells are imports. The links are the last links in the link column and do not appear within the frame when Rebel Ridge’s site first pulls up. The links concerning imported puppies are contained under a “dead link” entitled “Loss of Pet Help.”

108. Even so, *most often whether a specific puppy is imported or raised from Gina’s litters is not disclosed before purchase.*

109. Additionally, if the consumer contacted Defendants through the contact information from an advertisement on a third party web site, the consumer may not have even seen Defendants’ home page, much less the remote import puppy links.

110. Defendants’ web site further misleads consumers about the import status of the puppies through statements that include, but are not limited to,:

“Rebel Ridge Kennels will provide the Buyer with a written report detailing all of the treatment the puppy has received *under Rebel Ridge Kennels [sic] care* . . .”(emphasis added).

“Here at Rebel Ridge Kennels , *[sic] I make sure my breeding lines are free of genetic problems* (like hip displacia [sic], *heart murmors* [sic], allergies etc) . . . before they ever breed. . .” (emphasis added).

111. Defendants also falsely state:

“The puppies I have on my web site are available for sale , *[sic] and are right here at my home prior to being posted for sale on my website. I do NOT post photos of puppies I do not have. My puppies are readily available for you to come over and see them in person.*” (emphasis added).

112. Despite this, Defendants sent an e-mail to its overseas broker stating,

“Hi Vygandas , [sic] I picked up the 10 puppies you sent me , [sic] and have 3 of them sold already :) ***I will take off the ones I have on my web site that you were supposed [sic] to have sent me with these but didn’t . . .***” (emphasis added).

113. Consumers find imported dogs from Eastern Europe less desirable because the papers, even those that have the correct information and that are legitimate, are difficult to use to register with a domestic kennel club such as the AKC.

114. Defendants, through their numerous misrepresentations, caused consumers to purchase puppies that they would not have purchased if Defendants had not made these misrepresentations.

115. Additionally, imported dogs, particularly those from Eastern Europe are less desirable to consumers because they have a reputation of being of poor health and poor breeding quality.

## SECTION TWO: MORE ACTIVE DECEPTION

### **SWITCHING DOGS AND PAPERWORK**

116. On numerous occasions, after Defendants received payment from consumers for a particular puppy, Defendants failed to deliver the ordered puppy and shipped a puppy that was not actually ordered instead.

117. Often the switched puppies are less valuable, desirable, or have been listed on the Defendants’ web site for a lower price than the puppy actually chosen.

118. For example, Ricky Fulp was sent a different puppy that, unlike the dog he chose, had a severe under-bite, was a lot older, and was not as valuable for breeding purposes. Breeding was the chief reason why Mr. Fulp bought the puppy.

119. In some instances, Defendants have hand-written the tattoo number on pedigree certificates which could be evidence that they changed the number listed to match the number on

the dog actually delivered.

120. After receiving payment from consumers, Defendants have told consumers that the puppy they have chosen has developed a severe health problem, usually a heart murmur. This is a tactic used by the Defendants to engage in “puppy switching” or is evidence of the bad health of the puppies offered for sale and Defendants’ further knowledge of the ill-health of the puppies.

121. Defendants, Defendant Gina Price in particular, have sold the same dog to two different consumers and received payment from both.

**DEFENDANTS ENCOURAGE CONSUMERS TO FALSELY REGISTER THEIR PUPPY WITH THE NAME AND IDENTIFICATION OF ANOTHER PUPPY TO CONTINUE THEIR UNLAWFUL SCHEME**

122. On several occasions, Defendants have tried to give consumers the paperwork of a littermate and have falsely represented that there are no problems registering one animal with a littermate’s papers.

123. Defendant Gina Price has told some consumers that they should not worry about having the brother’s papers because “*In a few years his tattoo should be gone anyway and then you can always micro-chip him and nobody would ever know the difference.*” (Ex. 14 to Temporary Injunction Motion, Aff. of Jodi Philp at ¶5).

124. In another case, when Defendant Gina Price was asked why the paperwork listed the puppy as having a tattoo the puppy did not have, Defendant Gina Price told the individual to tattoo the animal with the number for registration purposes to match the number listed on the paperwork. (Ex. 67 to the Temporary Injunction Motion, Aff. of Nancy Schultz at ¶6).

125. In yet another case, “[Gina Price] told us in response that it was no big deal [that we were sent the wrong papers] and that we may have gotten ‘his brother’s papers.’ She further



informed us that it didn't matter for registration purposes as long as we got the papers for one of the puppies in the litter." (Ex. 37 to the Temporary Injunction Motion, Aff. of Mindy Mullins, Esq. and Hatler Mullins, Jr. at ¶7).

126. Defendant Baird has stated the same thing. In an email to a consumer, she stated, "I have his litter mates [sic] papers here that I will be happy to send you , [sic] it will have a different tattoo # on it , [sic] but the pedigree , [sic] birth date etc. . . will be correct. Let me know if this will be alright. . . I can send these out to you today." (Ex. 31 to the Temporary Injunction Motion, Aff. of Amy Mousseau at ¶5).

127. Defendant Gina Price has also stated in response to a question about listing the birth dates on pedigree certificates that, "a day or two won't really matter." (Ex. 39 to the Temporary Injunction Motion, Aff. of Ulla Jensen at ¶8).

128. Other problems stem from the tattoo numbers. Consumers have been shipped puppies with more than one tattoo number or have written over tattoo numbers contained on the export pedigree certificates.

129. Elsewhere, Defendants have attempted to ship animals through airlines using the foreign veterinary certificate belonging to another puppy.

#### **BACKDATING BIRTH DATES ON THE SHOT RECORD PASSPORTS FOR PUPPIES THAT ARE TOO YOUNG TO ENTER THE UNITED STATES**

130. According to 9 C.F.R. § 2.130, no person shall deliver a dog to any carrier that is not eight (8) weeks old at the time of shipment or one who has not been weaned, unless it is to a registered research facility.

131. For transport from Eastern Europe into the United States, the documentation that is used to show that the puppy is old enough is a "shot record passport."

132. Either Defendants or their customs broker, Vygandas Banys, back dates the birth dates on these passport so that the puppies are eligible to fly.

133. Numerous consumers have a pedigree certificate that lists one birth date and a shot record passport that lists an earlier birth date.

134. Typically, the birth date listed on the shot record passport ranges from two to three weeks earlier than that listed on the pedigree certificate.

135. Defendants are well versed in this practice. By way of example, in one case, a consumer asked Defendant Gina Price whether all of the puppies she received (three of them) were littermates since they had the same birth date listed on their shot record passport. Defendant Gina Price stated, “[O]h no, that’s not their actual birth date and I don’t know the actual date.” She said, “[W]e just use those passports for their medical records which allows them to fly.” (Ex. 39 to the Temporary Injunction Motion, Aff. of Ulla Jensen at ¶5).

136. Defendant Baird has stated, “Those little blue books [the shot record passports] are used by her to put the shots in , [sic] *never mind the date on them . . .*” (Ex. 31 to the Temporary Injunction Memo, Aff. of Amy Mousseau at ¶5).

137. Even if we assume that Defendant Gina Price was not as directly responsible as the above quotes imply, Defendants represent that the puppies who are shipped are at least ten (10) weeks old. Defendants state on their web site:

“Puppies will be ready for new homes at *8 to 10 weeks* , [sic] *and shipping age is 10 weeks.*”

138. Despite this statement, Defendants have routinely shipped puppies under ten (10) weeks of age and also under eight (8) weeks of age. At least three (3) puppies have been shipped

at seven weeks, twenty-two (22) at eight weeks, and eleven (11) at nine weeks for a total of at least thirty six (36).

139. As way of example, consumer Pascale Ledoyen received her dog on October 16 and was later sent an export pedigree certificate, that if accurate, listed the dog's birth date as August 26, just *five weeks* before.

140. Defendants have expressly listed the birth date of puppies on their web site and in their advertisements in spite of the fact that Defendant Gina Price has admitted that the Defendants do not know when the puppies are born until they receive the papers. (Ex. 49 to the Temporary Injunction Motion, Aff. of Terri McSwain at ¶5).

141. The age of the puppies is important information to consumers in making their purchase decision. Usually, this decision has to do with the greater attention and health care costs that consumers must give to younger puppies.

142. The falsification of birth dates on the shot records raises questions about the legitimacy of the other information contained in the shot records, namely the vaccination history. Many puppies have arrived with worms and parasites who also have had shot records indicating that they were vaccinated.

143. Consistent with the trend of inaccurate, doctored, or falsified paperwork, it appears that Defendant Gina Price or someone else at Rebel Ridge wrote-in a date, presumably changing it, on an export veterinary certificate.

144. Defendants also falsely state on their web site:

*“All puppies are vaccinated with Duramune Max 5 CVK and/or Nobivac 5 Puppy DP, Vanguard Plus 5, Virbac DH(A2)PPI, at 6 wks and 8 to 10 wks of age some do have rabies shots also. All puppies are Dewormed at 2 wks and ever other week thereafter.) before you receive your puppy I deworm them with Pyrantel Pamoate , [sic] this is good for 3 months.”*

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*“The breeders start them on their shots and I also give them one more upon entering USA. This insures [sic] they are current on puppy shots. They are also wormed. **You will get proof of vaccinations.**”*

145. The difference in age impacts the dog's ability to travel healthy and the effectiveness of (or harm caused by) the administration of vaccinations. Many consumers have had to purchase vaccinations for their puppies because they were not given proof of the vaccinations or because the vaccinations were administered improperly.

146. If consumers are given proof of vaccinations they often come too late to be of any use or cause consumers to vaccinate their puppies at the wrong time.

#### **FALSELY LISTING OWNER NAMES ON PEDIGREE CERTIFICATES**

147. Foreign pedigree certificates list the owner of the puppy. Many individuals who have never owned an imported dog or had any contact with the Defendants have been listed on foreign pedigree forms as the owners of imported bulldogs on foreign pedigree certificates distributed by Defendants.

148. The American Kennel Club (AKC) *will not* register a foreign dog who had different owners listed on the AKC application and the foreign pedigree certificate.

149. Many of the individuals falsely listed as owners were members of Division I of the Bulldog Club of America at the same time Defendant Gina Price was a member and had access to the BCA's mailing lists.

150. Defendant Gina Price routinely sends the names of "owners" to the breeders through the broker Vyandas Banys to be placed on the pedigree certificate.

151. As one example, Defendant Gina Price e-mailed Vyandas Banys the name of Lynn C. Scott who never purchased an imported bulldog and has had no contact with Rebel Ridge Kennels, Gina Price, Adam Price, Page Baird, William D. Pickel, or Vyandas Banys. (Ex.

2005, 2:19 p.m. EDT; Ex. 74 to the Temporary Injunction Motion, Aff. of Lynn Scott).

152. Additionally, if Defendant Gina Price were to buy twenty-five or more dogs in a year she would be classified as a “dealer” under Tennessee Code Annotated § 44-17-102(4).

153. When confronted by consumers, Defendant Price has denied listing the names, blamed the Eastern European breeders while admitting to using an overseas broker. (Ex. 68 to the Temporary Injunction Motion, Aff. of Nancy Schultz at ¶5).

154. But even if we take Defendant Gina Price at her word, she also states on her web site:

***“I have never had any problems with having any of our puppies/dogs being registered or transferred.”*** (emphasis added).

“Of the breeders I buy from, everyone has either been recommended by someone I know or I have had previous dealings with . ***[The breeders] adhere to a code of ethics . . .***” (emphasis added).

**“WE DO NOT BUY FROM OVER SEAS BROKERS !”** (Bold emphasis added, capitalization in original).

155. Either Defendant Gina Price actively listed the names of other bulldog owners in an attempt to evade being classified as a dealer under the Dog and Cat Dealer Act or Vyandas Banys or for another reason, or the Eastern European breeders are involved and the following above statements are not true.

### **VIOLATIONS OF THE LAW**

156. Plaintiff hereby incorporates by reference and realleges each and every allegation contained in paragraphs 1 through 155, herein.

157. Defendants conduct of the offering of dogs and registration papers to consumers for sale as alleged herein, constitutes the offering of or providing of “goods” and/or “services” and constitutes “trade,” “commerce” and/or a “consumer transaction” as defined in Tenn. Code Ann. §§ 47-18-103 (5), (10) and (11). Each breach of the Act constitutes a separate violation per

Tenn. Code Ann. § 47-18-108(b)(3).

**COUNT ONE**

***(Violations of the Tennessee Consumer Protection Act of 1977)***

158. By engaging in the aforesaid conduct, Defendants have violated the Tennessee Consumer Protection Act by committing acts and practices that are unfair or deceptive, in violation of Tenn. Code Ann. § 47-18-104(a).

**COUNT TWO**

***(Violations of the Tennessee Consumer Protection Act of 1977)***

159. By engaging in the aforesaid conduct, Defendants have violated the Tennessee Consumer Protection Act by committing acts and practices that are *per se* deceptive, in violation of Tenn. Code Ann. § 47-18-104(b).

160. By implying that the dogs are in good health at delivery through statements such as “100% healthy,” “very healthy,” “in perfect health,” “perfectly healthy,” “completely healthy,” “in good health,” and similar statements when that is not true, the Defendant, with each statement, has violated Tenn. Code Ann. §§ 47-18-104(b)(5), (7), (9), (22), and (27).

161. By stating “I would never sell any pup that . . . was not known to be healthy at shipping or delivery,” “[Our vet] reports range from ‘healthiest Bulldog I have ever seen’ to ‘very healthy and darling puppy,’ ‘they are at least healthy,’ ‘[S]o far we have been blessed with very healthy litters . . .,’ ‘‘You may find ‘Bargain Bulldogs’ out there, but ‘Buyer Beware’ as an unhealthy bulldog can be very expensive,’ ‘I make sure my breeding lines are free of genetic problems (like hip displacia [sic], heart murmors [sic], allergies, etc) . . . BEFORE they ever breed . . .,’ ‘The bulldogs I import/breed are healthy as bulldogs can be,’ ‘I have noticed an overall better quality of health and less problems in our bulldogs,’ and similar statements, when the statements are not true, Defendants, with each statement, have violated Tenn. Code Ann. §§

47-18-104(b)(5), (7), (9), (22), and (27).

162. By stating, “I try to take every precaution to make sure your bulldog is as healthy as possible before leaving here,” Defendants have violated Tenn. Code Ann. §§ 47-18-104(b)(22) and (27).

163. By stating, “They are the pick of the litter puppies only,” when this is not true, Defendants have violated Tenn. Code Ann. §§ 47-18-104(b)(5), (7), (9), (22), and (27).

164. By stating, “Rebel Ridge Kennels guarantees that the puppy is in good health and has received appropriate medical inoculations [sic] and care including parvo inoculations [sic] and worming . . . Rebel Ridge guarantees that the puppy is free of life threatening hereditary [sic] diseases (i.e. heart murmurs, cancer) for one year after delivery to buyer . . .” when Rebel Ridge has delivered unhealthy puppies, often with hereditary and life threatening diseases, through the *statement* of the guarantee *on the web site*, Defendants have violated Tenn. Code Ann. §§ 47-18-104(b)(5), (7), (9), (22), and (27).

165. By telling individuals of a health guarantee without disclosing the conditions of the guarantee or directing them towards the web site that lists the restrictive conditions, Defendants have violated Tenn. Code Ann. §§ 47-18-104(b)(12) and (27).

166. By implying that the health guarantee’s coverage is very expansive by stating, “just don’t bring him back with tire marks on his head,” when that is not true, Defendant Gina Price has violated Tenn. Code Ann. §§ 47-18-104(b)(5), (7), (9), (12), (19), and (27).

167. By refusing to honor the guarantee on the basis of a condition that is not disclosed, contracted for, or agreed upon, Defendants have violated Tenn. Code Ann. §§ 47-18-104(b)(12) and (27).

168. By offering to pay for the consumer’s vet bills or issue a replacement puppy and then refusing to do so, Defendants have violated Tenn. Code Ann. §§ 47-18-104(b)(27).

169. By attempting to evade consumer requests for refunds or replacement puppies by stating “The kennel has been sold, and I am the new owner of it . . . I do not carry the gr. That you will take up with the lady you bought her from.” and similar statements, Defendants have violated Tenn. Code Ann. § 47-18-104(b)(27).

170. By stating that “My puppies have been inspected by 3 different licensed vets by the time you receive your puppy,” “They are then seen by a lincensed [sic] vet and given a clean bill of health prior to shipping,” and similar statements, when they are not true, Defendants have violated Tenn. Code Ann. §§ 47-18-104(b)(2), (3), (5), (7), (9), (22), and (27).

171. By implying that the puppies’ health have been thoroughly examined by multiple vets, through such statements as “My puppies have been inspected by 3 different vets,” “All my puppies . . . will be veterinary checked,” and similar statements, when even in the instances where the statements are technically true, the statements mislead consumers as to the thoroughness of the examination, Defendants have violated Tenn. Code Ann. § 47-18-104(b)(27).

172. By claiming that the puppies have been dewormed through such statements as “All pups are sold up to date on their shots and dewormings,” “All puppies are Dewormed at 2 wks and ever other week thereafter. . . Before you receive your puppy I deworm them with Pyrantel Pamoate , [sic] this is good for three months,” “The breeders start them on their shots and I also give them one more upon entering USA. This insures [sic] they are current on puppy shots. They are also wormed . . . ,” and similar statements, when this is either not true or is inaccurate in its breadth, Defendants have violated Tenn. Code Ann. §§ 47-18-104(b)(5), (7), (9), (22), and (27).

173. By stating “You will get proof of vaccinations” and failing to deliver adequate proof of vaccinations to consumers in time for them to be useful or not delivering them at all,



Defendants have violated Tenn. Code Ann. §§ 47-18-104(b)(5), (9), (22), and (27).

174. By representing to consumers that Rebel Ridge Kennels has had no shipping problems, in such statements as “I shop with Delta, [sic] have had no problems in over 18 years” and “My puppies can be shipped directly to you, it is very safe . . . I have NEVER had any problems with shipping so (knock on wood). I am very careful with the airlines I select to use for shipping,” and similar statements, when Defendants know that they and the airlines have routinely had problems with shipping (and have even blamed the airlines for shipping problems), Defendants have violated Tenn. Code Ann. §§ 47-18-104(b)(5), (7), (9), (22), and (27).

175. By representing that Defendants spend a certain amount of time with the puppies at the kennel, when this is not true, Defendants have violated Tenn. Code Ann. §§ 47-18-104(b)(5), (7), (9), (22), and (27).

176. By stating that Rebel Ridge Kennels was “A Division of CSA Bulldogs, LLC” despite not having filed for incorporation in Tennessee or a license to do business as a foreign corporation in Tennessee, Defendants have violated Tenn. Code Ann. §§ 47-18-104(b)(12), (22), and (27).

177. By representing that puppies have been paper-trained or “potty-trained” when that is not true, Defendants have violated Tenn. Code Ann. §§ 47-18-104(b)(5), (7), (22), and (27).

178. By stating on its home page “Rebel Ridge Kennels (now CSA Bulldogs) has been inspected by all these Departments , [sic] and passed with flying colors ! YEAH!!! American Kennel Club (Charles Robey in 2004) . . .Tennessee Department of Agriculture (Inspector Justin Henson and Inspector Kent Reese) Federal Dept. of USDA [sic] (Investigator Paul Warren) Federal Dept of APHIS (Investigator Cindy Lisle) AND I INTEND ON KEEPING THESE HONORS GOING,” and similar statements, when Defendants’ kennel was not formally inspected, did not pass, or would not have passed had there been a formal inspection, Defendants

have violated, Tenn. Code Ann. §§ 47-18-104(b)(2), (3), (5), (7), (9), (22), and (27) with statement and with each separate entity included.

179. By stating that “in the event legal actions are required to resolve any issues , [sic] buyer will be responsible for any and all legal fees incurred by Rebel Ridge Kennels or it’s [sic] offiliates [sic],” Defendants have limited the application of Tenn. Code Ann. § 47-18-109(e)(1) which is prohibited by Tenn. Code Ann. § 47-18-113(a) and in doing so have violated Tenn. Code Ann. § 47-18-104(b)(27).

180. By stating that “. . . by sending a deposit or sending the total amount to purchase a pup . . . you agree to these conditions” when this provision has not been seen by consumers, much less agreed to by them, Defendants have violated Tenn. Code Ann. § 47-18-104(b)(27).

181. By referring to materials not disclosed or agreed upon by consumers as part of a binding and enforceable contract, when this is not true because of a failure of a bargained-for exchange, Defendants have violated Tenn. Code Ann. § 47-18-104(b)(27).

182. By affirmatively telling consumers that the dogs Defendants sell are not imported, when that is not true, Defendants have violated Tenn. Code Ann. §§ 47-18-104(b)(2), (3), (4), (5), (7), (9), (22), and (27).

183. By affirmatively telling a consumer that the dog the consumer was about to purchase was from England, when this was not true, Defendant Gina Price has violated Tenn. Code Ann. §§ 47-18-104(b)(2), (3), (4), (5), (7), (9), (22), and (27).

184. By failing to disclose whether a specific puppy is imported on the web page that shows pictures of the puppies or at any time prior to purchase, Defendants have violated Tenn. Code Ann. §§ 47-18-104(b)(2), (3), (7), and (27).

185. By using statements such as “They are from my from my European lines and are here at my kennel,” identifying the ‘mommas and the pappas’ of the puppies as residing at Rebel

Ridge Kennels, and other similar statements, Defendants have violated Tenn. Code Ann. §§ 47-18-104(b)(2), (3), (4), (5), (9), (22), and (27).

186. By stating “We do not buy from over seas brokers!,” when that is not true, Defendants have violated Tenn. Code Ann. §§ 47-18-104(b)(2), (3), (4), (5), (9), (22), and (27).

187. By stating, “The puppies I have on my web site are available for sale , [sic] and are right here at my home prior to being posted for sale on my website . [sic] I do NOT post photos of puppies I do not have . [sic] My puppies are readily available for you to come over and see them in person,” when this is not true, Defendants have violated Tenn. Code Ann. §§ 47-18-104(b)(4), (5), (9), (22), and (27).

188. For each time Defendants have sent a consumer the wrong puppy, Defendants have violated Tenn. Code Ann. §§ 47-18-104(b)(5), (7), (9), (22), and (27).

189. By affirmatively stating that the puppies are AKC registered or will be when shipped when the puppies have not been registered with the AKC and are not registered when shipped, Defendants have violated Tenn. Code Ann. §§ 47-18-104(b)(2), (3), (4), (5), (7), (9), (22) and (27) with each false statement.

190. By using the term “AKC Reg.” on their web sites and on Defendant Gina Price’s business card, which implies AKC registration, and similar statements, Defendants have violated Tenn. Code Ann. §§ 47-18-104(b)(2), (3), (4), (5), (7), (9), (22) and (27) with each statement.

191. By stating, “All my European Bloodline Adults are AKC registered so their litters will be AKC registered and their paperwork will be in hand and sent with the puppy (no more waiting on papers from overseas,” “We raise AKC English Bulldogs ONLY . . . ,” “I have never had any problems with having any of our puppies/dogs being registered or transferred,” and “All puppies come with full AKC and FCI (AKC Transferable) Registration papers, Health Guarantee and Vaccination Records,” and similar statements when these statements are not true,

Defendants have violated Tenn. Code Ann. §§ 47-18-104(b)(2), (3), (5), (7), (9), (22), and (27).

192. By stating, “We raise AKC English Bulldogs ONLY” and similar statements, when if technically true, are misleading, Defendants have violated Tenn. Code Ann. § 47-18-104(b)(27).

193. By stating, “If you want a pet pup you will get proof of his/her pureblood,” and “All I can do is give you all the proper paperwork for the registration of your puppy/dog,” when this is not true, Defendants have violated Tenn. Code Ann. §§ 47-18-104(b)(5), (7), (9), (22), and (27) each time they failed to give the proper paperwork or proof of a puppy’s pureblood.

194. By claiming to keep paperwork on file through such statements as “Your registration of import puppies will be mailed to you ASAP. I keep on file the information of the puppies born both here in the states and from other countries (if replacement papers are ever needed),” when this is not true, Defendants have violated Tenn. Code Ann. § 47-18-104(b)(27).

195. By not informing consumers before purchase that the two-hundred dollars (\$200) they pay for “papers” is actually for breeding rights and not the papers themselves, Defendants have violated Tenn. Code Ann. §§ 47-18-104(b)(5), (7), (9), (22), and (27).

196. By giving consumers who paid two-hundred dollars (\$200) for papers, documents that are not usable for breeding or registration purposes because, *inter alia*, the papers list the wrong tattoo number, the wrong sex, the wrong color, the wrong owner, or are not accompanied by a Certificate of Registration, Defendants have violated Tenn. Code Ann. § 47-18-104(b)(27).

197. By failing to deliver paperwork that has been paid for, Defendants have violated Tenn. Code Ann. § 47-18-104(b)(27).

198. By stating, “In a few years his tattoo should be gone anyway and then you can

always micro-chip him and nobody would ever know the difference,” Defendant Gina Price has violated Tenn. Code Ann. § 47-18-104(b)(12) and (27).

199. By offering another puppy’s papers and asserting that the AKC will register the puppy with no problems with another puppy’s paperwork, Defendants have violated Tenn. Code Ann. §§ 47-18-104(b)(5) and (27).

200. By stating, “The kennel has been sold, and I am the new owner of it, and I have no way of obtaining papers,” and similar statements, Defendants have violated Tenn. Code Ann. § 47-18-104(b)(27).

201. By giving consumers shot record passports that Defendants know to contain false information and by listing the wrong birth dates on Rebel Ridge’s web site, Defendants have violated Tenn. Code Ann. §§ 47-18-104(b)(5), (9), (22), and (27) with each false statement.

202. By claiming that the puppies are eight (8) to ten (10) weeks old and that they are shipped at ten (10) weeks when this is not true, Defendants have violated Tenn. Code Ann. §§ 47-18-104(b)(5), (7), (9), (22), and (27) with each puppy that was offered for sale under eight weeks (8) old and delivered under ten (10) weeks old.

203. By listing or directing others to list the names of individuals as owners on foreign pedigree certificates when that information is not true and makes the pedigree certificate worthless to the consumer it is actually sent to, Defendants have violated Tenn. Code Ann. §§ 47-18-104(b) (2), (3), (5), and (27).

204. By altering the dates on export health certificates and the tattoo numbers on the pedigree certificates, Defendants have violated Tenn. Code Ann. § 47-18-104(b)(2), (3), (5), (7),

and (27).

205. By representing that puppies have parents or lineages the puppies do not have, Defendants have violated Tenn. Code Ann. §§ 47-18-104(b)(5), (9), (22), and (27).

206. By shipping puppies with the domestic or foreign health certificate of another puppy, Defendants have violated Tenn. Code Ann. §§ 47-18-104(b)(2), (3), (5), (7), (9) and (27).

### **DEMAND FOR RELIEF**

WHEREFORE, Plaintiff State of Tennessee, *ex rel.* Paul G. Summers, Attorney General, pursuant to the TCPA, the Attorney General's general statutory authority, the Attorney General's authority at common law and this Court's equitable powers, prays:

1. That this Complaint be filed without cost bond as provided by Tenn. Code Ann. § 47-18-116;

2. That process issue and be served upon Defendants Gina Price, Adam Price, Allison Page Baird, and William Doug Pickel, requiring each Defendant to appear and answer this Complaint;

3. That this Court adjudge and decree that the Defendants have each engaged in the aforementioned acts or practices which violate the Tennessee Consumer Protection Act of 1977;

4. That this Court temporarily and permanently enjoin Defendants from engaging in the aforementioned acts or practices which violate the Tennessee Consumer Protection Act of 1977 and that such orders and injunctions be issued without bond pursuant to Tenn. Code Ann. 47-18-108(4);

5. That this Court appoint a receiver to verify that Defendants are in compliance with any temporary injunction issued and to locate relevant assets with the costs and expenses taxed to the Defendants;

6. That this Court temporarily enjoin Defendants from liquidating hard assets such as any real or personal property owned by the Defendants which the Defendants use in the operation of their business, whether the property is in Tennessee or elsewhere, and from the withdrawal of any amount other than that reasonably necessary to feed, water, provide health care, or maintain the hygiene of the puppies remaining at the kennel or any other reasonably necessary as determined by the temporary receiver from any bank account Defendants use in the course of their business;

7. That this Court make such orders or render such judgments as may be necessary to restore to any consumer or other person any ascertainable losses, including statutory interest suffered by reason of the alleged violations of the Tennessee Consumer Protection Act of 1977, and requiring that Defendants be taxed with the cost of distributing and administering the same, pursuant to Tenn. Code Ann. 47-18-108(b)(1);

8. That this Court make such orders or render such judgments as may be necessary to disgorge the profits and ill-gotten gains Defendants realized by reason of the alleged violations of the Tennessee Consumer Protection Act of 1977;

9. That this Court enter judgment against Defendants and in favor of the State for the reasonable costs and expenses of the investigation and prosecution of the defendants' actions, including attorneys' fees, expert and other witness fees, as provided by Tenn. Code Ann. § 47-18-108(a)(5) and (b)(4);

10. That this Court adjudge and decree that the defendants each separately pay civil penalties of not more than one thousand dollars (\$1,000.00) per violation to the State as provided by Tenn. Code Ann. § 47-18-108(b)(3);

11. That all costs in this case be taxed against Defendants; and

12. That this Court grant Plaintiff such other and further relief as this Court deems just and proper.

Respectfully submitted,

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PAUL G. SUMMERS  
Attorney General  
B.P.R. No. 6285

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